

**STATEMENT OF WORK FOR
CONSTRUCTION SERVICES
Basement repairs at MSGQ residence**

1.0 INTRODUCTION

- 1.1 The U.S. American Embassy requires the services of a company to perform the construction and complementary work for the repair of the bathrooms areas at the residence located in **Los Alamos 290, Surco**. The finish work shall have a uniform appearance and match surrounding finishes. The completion of this project shall include all incidental related work and as shown in the accompanying specifications.
- 1.2 The works to be done are shown on the CAD drawings MSGQ BASEMENT A1 and A2.
- 1.3 These drawings are referential only. Contractor must do its own finish grade survey with a professional surveyor and do the necessary adjustments.
- 1.4 Final CAD shop drawings must be sent to the Embassy for approval, prior to the construction. Upon Completion of the required works contractor will provide CAD as built drawings.
- 1.5 The basement repairs involves the following areas:
- Office: 38 square meters
 - Dressing room: 28 square meters
 - Guest bathroom: 8 square meters
 - Pools bathroom 6 square meters
 - Guard bathroom: 6 square meters
 - Driver bathroom: 3 square meters

Office

- 1.5.1 The sewage pipe line to be replaced is shown on the attached "drawing A2".
- 1.5.2 Contractor must replace current 4"sewer with PAVCO vidualt PVC pipe, including two collection box.
- 1.5.3 Replace plaster in walls and floor surfaces affected by humidity and efflorescence.
- 1.5.4 Replace floor with ceramic tiles (40x40cm) approximately 100 square meters.
- 1.5.5 Replace six corroded outlet boxes including wiring 12 AWG-THW affected by humidity, including grounding. Include Leviton double outlets for each box.
- 1.5.6 Paint the room with two coats of Oleo based paint. Color to be determined
- 1.5.7 Replace room wood door affected by humidity.
- 1.5.8 Paint with two coats of enamel the main reinforced door.

Dressing Room

- 1.5.9 Remove floor and wall tiles.

- 1.5.10 Replace floor and wall tiles with ceramic tiles 40 x 40 area approx. 100 square meters
- 1.5.11 Replace shower mixers (2)
- 1.5.12 Replace toilet top piece.
- 1.5.13 Replace sink.
- 1.5.14 Install shower glass doors.(2)
- 1.5.15 Install mirrors. With frame 0.80m x 1m
- 1.5.16 Install exhaust fan with 4 motion sensors and timer.
- 1.5.17 Modify walls according to new layout
- 1.5.18 Install 4 wood doors and frames according to layout.
- 1.5.19 Refinish wood doors and frames.
- 1.5.20 Relocate electrical boxes for light fixtures, and switches accordingly.
- 1.5.21 Install new light fixtures for partitions.
- 1.5.22 Install shut off water valves.
- 1.5.23 Remove rounded design in current shower stalls.
- 1.5.24 Relocate drainage accordingly.

Guest Bathroom

- 1.5.25 Remove floor and wall tiles.
- 1.5.26 Replace floor and wall tiles with ceramic tiles 40 x 40 area approx. 40 square meters.
- 1.5.27 Replace toilet top piece.
- 1.5.28 Install granite sink counter and sinks (3)
- 1.5.29 Install tree urinals.
- 1.5.30 Replace mirrors. With frame 0.80m x 1m
- 1.5.31 Modify walls according to new layout
- 1.5.32 Install 2 wood doors and frames according to layout.
- 1.5.33 Refinish wood doors and frames.
- 1.5.34 Relocate electrical boxes for light fixtures, and switches accordingly.
- 1.5.35 Install new light fixtures for partitions.

- 1.5.36 Install shut off water valves.
- 1.5.37 Remove rounded design in current shower stalls.
- 1.5.38 Relocate drainage accordingly.
- 1.5.39 Replace electrical hand dryer installation.

Guard Bathroom (blue)

- 1.5.40 Remove floor and wall tiles.
- 1.5.41 Replace wall and floor tiles approximately 26square meters.
- 1.5.42 Replace CPVC hot water lines.
- 1.5.43 Replace shower mixer and sink faucet.
- 1.5.44 Replace mirror over sink. Wall type.
- 1.5.45 Replace bathroom accessories towel hanger, soap and toilet paper holder
- 1.5.46 Replace door and frame including lock.
- 1.5.47 Replace light fixture.
- 1.5.48 Install tempered glass window.
- 1.5.49 Paint wall and ceiling with oil based paint.
- 1.5.50 Replace shower rail.
- 1.5.51 Replace toilet top piece Franz viegner
- 1.5.52 Replace sink.
- 1.5.53 Install urinal.
- 1.5.54 Install shut off water valves.

Pool Bathrooms (green)

- 1.5.55 Replace wall and floor tiles approximately 40 square meters.
- 1.5.56 Install shut off water valves.
- 1.5.57 Replace shower mixer and sink faucet.
- 1.5.58 Replace mirrors.

- 1.5.59 Replace bathroom accessories towel hanger, soap and toilet paper holder
- 1.5.60 Refinish wood doors and frames replace door locks.
- 1.5.61 Replace light fixtures in ceiling and over sink mirror.
- 1.5.62 Paint wall and ceiling with oil based paint.
- 1.5.63 Replace toilet top piece.
- 1.5.64 Replace sink.
- 1.5.65 Replace electrical hand dryer installation.

Drivers Bathroom (grey)

- 1.5.66 Remove floor and wall tiles.
- 1.5.67 Replace wall and floor tiles approximately 20 square meters.
- 1.5.68 Replace CPVC hot water lines.
- 1.5.69 Replace shower mixer and sink faucet.
- 1.5.70 Replace mirror over sink. Wall type.
- 1.5.71 Replace bathroom accessories towel hanger, soap and toilet paper holder
- 1.5.72 Replace light fixture.
- 1.5.73 Install tempered glass window.
- 1.5.74 Paint wall and ceiling with oil based paint.
- 1.5.75 Replace shower rail.
- 1.5.76 Replace toilet top piece Franz viegner
- 1.5.77 Replace sink with base
- 1.5.78 Install urinal.
- 1.5.79 Install shut off water valves.

- 1.6 Materials brands to consider: Tiles San Lorenzo, Wiring INDECO, Faucets: Vainsa Heavy duty with ceramic disc, Outlets Leviton grounded, switch covers Ticino Living. Light fixtures Phillips, Jوسف. Paint American colors, water valves CIM, PVC piping PAVCO. Bath fixtures : Franz Viegener
- 1.7 A Spanish Language version of requirements available in **attachment 10**. Provided as a reference only, if conflicts, English language prevails.

- 1.8 All given measurements and details shall be confirmed by the Contractor, since this is a Firm Fixed Price Contract. No amendments in the Contract shall be accepted due to discrepancy with the measurements.
- 1.9 Contractors must provide their own equipment, tools, ladders and scaffolds when performing the work.
- 1.10 Embassy only provides water and electrical power for this work. Embassy can provide power at: 220 Volts/3 phase/60 Hz Contractor must provide all equipment, power tools and materials.
- 1.11 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, hard hats, safety shoes, eye protection, hearing protection, fall protection etc... A site meeting will be held to discuss safety issues prior to work commencing at time of delivery.
- 1.12 The Embassy is providing in **Attachment 2** the Safety Policy.
- 1.13 Working days: Monday thru Friday 8 AM to 5 PM.
- 1.14 Upon completion of the required work, the area is to be returned to clean condition with no dust or garbage in evidence.
- 1.15 All retouching works, if required, should be included and the work area should be kept clean during and at the end of each working day for safety reasons.
- 1.16 All damaged areas during the working process should be restored to its original conditions.
- 1.17 Contractor must remove and dispose all excess material.

- 1.18 The delivery location is located on 290 Los Alamos Av. All site visits shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].
- 1.19 Work shall be completed as expeditiously as possible. The residence is occupied during the execution of this contract. Contractor to submit a phasing plan with construction schedule off site and then on site for review and approval prior to commencement of work at the residence.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide quality construction personnel, equipment, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.
- 2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in **maximum 40 working days from Contract Award and/or the Notice to Proceed and or the security record checks are completed if required.**

- 2.3 The Contractor shall not have access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy.

- 2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, user manuals, drawings, specifications, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the

Embassy and Contractor for the delivery of a completed project.

3.0 GOVERNMENT MATERIAL (GM) *[include only if applicable]*

Pursuant to Contract Clause FAR 52-245-2, Government-Furnished Property (Short Form), the Government will furnish the following materials and equipment for the installation by the Contractor. The Government Material (GM) is stored at Embassy Compound. The contractor shall move, uncrate, assemble, and install the GM. GM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer's Representative (COR) to determine any damaged or missing parts. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the GM is needed. Any GM not incorporated in the work shall be returned to the Government and placed in storage at Embassy Compound as directed by the COR.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work [SOW] and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Embassy Facility Management Section [FAC] may perform quality assurance inspections [QAI] and tests during construction and delivery to confirm the work is done according to the SOW.

4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped. This would be at the time of the delivery of the unit.

4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during delivery. The Project Manager shall be approved by the COR.
- 5.3 The Project Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.
- 5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE-CONSTRUCTION REQUIREMENTS

- 6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 Provide a statement that the Contractor's company and all personnel are experienced in construction works similar to type and scope required for the work.
- 6.3 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.
- 6.4 Submit a Bill of Materials [BOM], product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment

can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

7.0 CONSTRUCTION REQUIREMENTS

- 7.1 No construction shall begin until approvals of Submittals are accepted by the COR.
- 7.2 The approval of the drawings and/or materials by the Contracting Officer Representative shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details and satisfactory construction of all work.
- 7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
- 7.5 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 7.6 The Contractor will be provided with a storage and staging area as determined by the COR if required. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- 7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary materials/tools and leave the project site in a clean and orderly condition acceptable to the COR.
- 7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
- 7.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- 7.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 7.12 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local

regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

- 7.13 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas where existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.0 CRITERIA

- 8.1 The Contractor work shall in accordance with U.S. codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards:
 American Society for Testing & Materials,
 2003 International Building Code
 2003 International Mechanical Code
 2003 International Plumbing Code
 2002 National Electrical Code (NFPA)

Contractor shall provide specifications, samples and manufacturer's data sheets.

Statement of Work for Construction Services.

9.0 DELIVERABLE SCHEDULE

- 9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.
- 9.2 Milestones:
- | | |
|------------------------------------|------------------------------|
| Contractor Pre-Proposal Site Visit | July 5 th , 2013 |
| Proposal Submittance | July 12 th , 2013 |
| Pre-Construction Submittals | Within 10 days of NTP |
| Construction | 40 working days maximum. |
- 9.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

10.0 PROJECT SECURITY

- 10.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors shall be cleared by Embassy Security. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 10.2 The Contractor shall submit this information including removal and delivery vehicle requirements within 10 days of the Notice to Proceed or as required.

11.0 PAYMENTS

- 11.1 The Contractor shall provide a **firm fixed priced proposal** to the Contracting Officer, as indicated on **Attachment 4** Price Schedule Breakdown as well as schedule of the works as indicated on **Attachment 5** Proposed Performance Chart.

- 11.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as

submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice. No progress payments will be allowed.

- 11.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the final payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK